

Terms and Conditions of Mailpro as a Shared Service with Privacy Policies

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Introduction

Thank you for taking the time to read our legal documents, designed to explain how we process your data and to present the rules we have established for a legal agreement and an optimized service. If you have any questions about this document, please do not hesitate to contact us in writing at the following address: support@maxony.com.

General Terms and Conditions of Use

These terms and conditions of use apply to all Internet services offered by MAXONY Schweiz SA, a Swiss company for European customers, and Maxony Inc., a Panamanian company for customers located outside the European Union (collectively referred to as "Maxony" or "We"). These Terms form an integral part of the Internet service agreement(s) entered into between Maxony and its customers (hereinafter referred to as "Customer" or "You"). Maxony reserves the right to modify or update these terms at any time, due to the constant evolution of the legislation related to the Internet. Any updates will be communicated via Maxony's website or by email. It is the Client's responsibility to keep itself informed of these changes.

The Internet services offered are strictly for professional use and are not accessible to minors under the age of 18.

Les Services Maxony

We offer Internet applications and software shared by multiple clients, allowing the sending of emails and SMS, as well as the creation of forms, surveys and websites. Each service offered by Maxony is defined on the corresponding official website, accessible in the language specific to that service, and available through the specific domain names provided by Maxony.

The software, website, domain names and applications used by the customer are the exclusive property of Maxony. The customer undertakes not to use these software and applications outside the framework defined by the contractual relations. In particular, it undertakes not to copy any code related to the software and applications made available by Maxony. In addition, the customer agrees not to use any copyrighted content owned by Maxony without prior written permission.

Obligations of the Client

The customer is required to provide and maintain a valid mailing address, including street name and residence number. In addition, they must maintain a valid email address registered in the "My Account" application.

Unless otherwise agreed in writing, the use of Maxony's services is strictly reserved for the customer. Any use or provision of these services to third parties is prohibited, unless explicitly stated in the contract.

The customer authorises Maxony to transmit to third parties information relating to its connection to the Internet network, as well as the name of the person responsible for this connection, insofar as this is necessary for the proper functioning and coordination of the services offered by Maxony.

In accordance with the applicable regulations on the protection of personal data, the customer undertakes to respond to requests for the exercise of rights from the recipients of its emails or SMS within the legal deadlines.

The customer is also responsible for keeping copies of its lists, messages and data in order to prevent any possible loss, whether caused by mishandling, account closure, attack, or any other circumstance. The backups performed by Maxony have the sole purpose of restoring information systems when necessary. Due to their complexity, Maxony cannot guarantee the recovery of specific data associated with an account.

Acceptable Use Rules

The sending of mass advertising via the electronic messaging services (emails or SMS) offered by Maxony is only permitted if the customer complies with the legislation in force in its country regarding mass advertising.

The customer undertakes to use Maxony's services in accordance with the legal provisions and contractual terms. To be an authorized customer, you must comply with the following rules:

- **Don't send spam:** A message is considered spam if it's both unsolicited (no explicit permission to send) and sent in bulk (the same content addressed to multiple emails or phone numbers).
- Respect decency and legality: Do not send insulting, discriminatory, illegal, or illegal content, including for prohibited products or services.
- **Protect the rights of others:** Do not send messages that infringe on rights, especially intellectual property rights. You must own or have permission to use any copyrighted or intellectual property materials (logos, images, software, content).



- **Avoid sensitive data:** Don't send messages that contain sensitive personal information, such as health data, bank details, credit card numbers, etc.
- **Do not use third-party address lists:** The use of email addresses or phone numbers purchased, rented, or obtained from third parties is strictly prohibited.
- Comply with our API Policy: If you use our software via API, you must comply with our API Usage Policy.
- **Unauthorized Industries:** Do not use our services if you belong to an industry that is on the list of "unauthorized areas" specified in this document.

By complying with these rules, you guarantee a legal, ethical and standard-compliant use of Maxony's services.

Complaints and Abuse of SPAM

If you do not comply with our "Acceptable Use Rules" and we receive a complaint of abuse related to your email or SMS campaign, we will ask you to provide the following information:

Proof of the consent of the data subject (email or SMS):

- The date and time of consent.
- The explicit consent to subscribe to a newsletter.
- Proof of an existing customer relationship.
- Any other information that the data has been collected in a lawful and compliant manner.

If this information does not reach us within **48 hours**, or if the information provided is not found to be convincing after evaluation, we will proceed with the **preventive closure of your account**.

Please note that closing your account does not entitle you to a refund (refer to the "Account Closure" section for more details).

Industries Not Authorized to Use Our Services

In order to ensure optimal deliverability for all our customers, we exclude certain business sectors that could damage our reputation. These sectors are:

- Stock trading and online speculation
- Online Betting Sites
- Online Casinos
- Pornography and sexually explicit content
- Escort Services
- · Sale of pharmaceutical products
- Clairvoyance
- Esoteric sciences and astrology
- Earnings offers and incentives to work from home

We exclude these sectors without making a value judgment. However, these types of activities are often associated with content that is perceived as spam, which could compromise the efficiency of our routing services and negatively impact our customers.

Payment Terms and Subscription

The customer agrees to pay the rate corresponding to the service chosen on our payment platform, in the currency and according to the customer's country of residence. The rates indicated on our websites are exclusive of taxes. Depending on your country of residence, a Value Added Tax (VAT) may apply.

Payment and Activation of the Agreement

The Agreement takes effect upon receipt of payment by Maxony by credit card, bank transfer, or any other accepted means of payment. In case of payment by bank transfer or international credit card, additional fees may be applied by your bank. These costs, independent of Maxony, are at your expense. Please check with your bank for more information before proceeding with the payment. SMS services require additional authentication for receiving credits.



Maxony reserves the right to change its rates at any time, with effect from the end of the current month. Rate adjustments may also be made in response to significant fluctuations in exchange rates (FOREX) or to a client's particularly intensive use of the services.

Subscriptions and Paid Services

The Paid Services are provided on a subscription basis, the duration of which is specified at the time of registration or first use (hereinafter, the "Subscription Term").

Prepaid Accounts

Prepaid accounts have an unlimited lifespan as long as they are used at least once every 12 months. For more details, please see the "Closing Your Account" section.

Free

Accounts Free Accounts allow limited use of our software and applications. These limitations are described on the product site and are subject to change at any time without notice. You can upgrade to a paid account at any time or decide to close your account.

At the time of purchase, Maxony, through its PCI-compliant payment partner, will save the payment method information to enable one-click payment, auto-top-up, and subscription options, if these options are selected. At any time, the user can add, modify or delete a payment method or optional service from their customer account.

Conditions for Subscriptions

All subscriptions automatically renew based on the cycle chosen during the initial subscription process, provided your account has a valid credit card. Unless you cancel your subscription prior to the billing date, you authorize Maxony to charge your payment method for the subscription fee for the next billing cycle.

You can cancel your Mailpro subscription at any time in the "My Account" section. After cancellation, you will continue to have access to the service until the end of your current billing cycle.

Payments are non-refundable, and no refunds or credits will be given for partially used or unused subscription periods. Once your subscription is canceled, your account will be automatically converted to a free Mailpro account.

Conditions for Prepaid Credits

Prepaid credits correspond to sending credits (emails or SMS) that can be used alone or in addition to a subscription. Prepaid credits are valid for unlimited as long as you log in to your account at least once every **12 months**. If no login is made after **one year**, your account will be deactivated, and your prepaid credits will be lost. (See also the "Closing Your Account" section.) Prepaid credits are non-refundable.

Conditions of Automatic Top-ups

The auto-recharge option is primarily designed for API and SMTP services to avoid sending interruptions due to a lack of credits. For example, if the account contains less than 100 credits, it can be set to automatically top up 2,000 credits. These values can be customised in your "My Account" area.

This service remains active as long as a valid credit card is associated with your account. Credits added automatically are **non-refundable**.

Optional Services

Fixed IP Rental

Terms of Use for Leased Fixed IPs

When you take out a subscription, you have the option of renting a fixed IP annually. This IP remains the exclusive property of Maxony, however.



Fixed IP Misuse

In the event of misuse of the leased IP, such as frequent blacklisting resulting in excessive support load, Maxony reserves the right to recover such IP without offering a refund. However, the customer will be informed in advance by email before the IP is removed from their account.

Fixed IP Renewal and Cancellation

Leased dedicated IPs are automatically renewed with your master subscription. If you want to cancel your IP subscription, you can do so in the "My Account" section. The IP will be removed at the end of your next billing cycle.

Users

User Management Terms

The maximum number of users allowed is set on the app's pricing page. You have the option to add additional users either at the time of subscription or during the subscription, depending on the billing cycle of your choice.

Adding and Managing Users

Additional users are independent of other subscriptions and can be added in addition to email credits or forms and surveys subscriptions.

You can manage your users directly from the "My Account" section. This includes adding or removing users at any time.

Deleting Users

Deleted users will remain active until the end of the current billing cycle. They will be definitively withdrawn at the end of this cycle.



Configuring the "SenderName" for Sending SMS

When sending SMS, it is possible to display a name (SenderName) instead of the default sender name (mailpro.com). Maxony will do its best to deliver your messages using your "SenderName", when technically possible. However, it is important to note that:

- We cannot guarantee that your messages will always be delivered with the specified "SenderName", as some mobile network operators may change it, with or without notice, which could result in the use of a different sender ID.
- Our priority remains the delivery of messages, even if it means changing the sender ID.

To set up a "SenderName", please take into account the following (this information is also available on the booking page of this optional service):

- Carrier compatibility: Not all carriers, depending on the country and local regulations, allow the display of the "SenderName".
 - a. SenderName format: maximum of 10 characters.
 - b. No spaces, special characters, apostrophes, etc.
 - c. Must be alphanumeric only.

2. Validation du SenderName :

The "SenderName" can be your company name or a phone number, but it must be validated.

3. Required documents:

- a. A copy of your company's registration with the Companies Registry in your country.
- b. An identity copy of the signer, owner, or administrator of the company.
- c. These documents should be sent to **support@mailpro.com**.

4. Validation Conditions and Fees

- If your application is denied, you can modify it and resubmit it at no additional cost.
- Once accepted, the "SenderName" will remain active as long as your account is active. There is no annual fee associated with it.
- The "SenderName" is non-refundable.

Order Cancellation

In the event of order cancellation due to an error on the part of the customer, administrative fees will be applied:

- A minimum of \$35 per refund to cover the costs of our payment providers.
- For amounts over \$500 USD, the administrative fee will be 7% of the total amount.

Closing Your Account

Termination of this Agreement may be effected at any time, by either you or Maxony, without notice.

• Customer Closure:

You can close your account at any time from the "My Account" section under "Subscription".

Suspension by Maxony:

We reserve the right to suspend our services at any time, with or without cause.

No refund or credit will be given if:

- You terminate this agreement if you have used your credits (emails or SMS).
- Your subscription is still active until the end of its billing cycle. We recommend that you use your remaining credits before cancelling.

Data retention and service deactivation

SMTP accounts that have not sent an email for 180 days are automatically deactivated. Accounts that have not sent in 30 days are also disabled and require reactivation via the interface.



Inactive accounts, i.e. without any activity for 12 months, have their data automatically deleted. Voluntary closure of an account results in the permanent deletion of all data, including credits and personal data, except for information necessary for the billing system.

If an account has not been used, either due to a lack of login or billing operations, for a period of 12 months, it will be considered inactive. In this case, Maxony reserves the right to permanently delete the account as well as all associated data.

Campaign statistics (clicks, opens, unsubscribes, messages and patterns) are kept for a maximum of 5 years, after which they are automatically deleted. Bounce emails are deleted after 1 year and softbounce emails after 6 months.

These retention rules ensure responsible management that complies with data protection standards, while avoiding excessive retention of information. If you have any questions, please contact us.

Confidentiality Commitment

Confidentiality Commitment

Maxony undertakes to maintain the confidentiality of customer information, data and documents, even after the end of the contract term. This commitment extends to its employees and agents, who are subject to the same confidentiality obligations.

The following information will not be considered confidential within the meaning of this provision:

- 1. Information that is already in the **public domain** at the time the contract is signed or that falls into the public domain at a later date, without Maxony having breached its obligation of confidentiality.
- 2. Information that was already known to Maxony before it was communicated by the customer.
- 3. Information obtained by Maxony from a **third party** without the latter having breached an obligation of confidentiality towards the customer.

This commitment ensures the protection of confidential data while recognising legal and circumstantial exceptions.

Copyright

Maxony's logos, as well as the logos of our software, are registered trademarks with the Swiss Federal Institute of Intellectual Property (IPI).

Content ProtectionThe content, information and texts on Maxony's websites are protected by the International Copyright and Related Rights Act.

- Permitted Use: Content extraction is strictly for personal, non-collective and non-commercial use.
- **Prohibited use**: Any other use, distribution, redistribution or reproduction of photos, texts, logos or applications for other than personal and non-commercial purposes, including their publication on another website, is strictly prohibited without the prior written permission of Maxony.

Reproduction and Distribution

Any reproduction, whether digital or physical, is exclusively limited to personal and private use by users of the Internet network, excluding any form of distribution, in particular for commercial purposes.

Any reproduction or use, even for private purposes, of all or a substantial part of the data from Maxony's websites is **strictly prohibited**. Any infringement will be prosecuted in accordance with Swiss law and the international conventions in force.

Warranty in Case of Defect

The customer is required to inform Maxony in writing upon discovery of any defect affecting the software, modules or applications made available to him, as well as any disruption hindering his access to Maxony's services.

Maxony is committed to resolving reported issues and fixing bugs affecting its applications as soon as possible. However, no guaranteed resolution period can be granted.

Warranty Exclusions

The following warranties are expressly excluded in the event of a defect:



- Cancellation of the contract or price reduction due to the defect.
- Claims for damages, including for loss of profits, interruption of services or any other consequential damages.
- Requests for details or reports of reported bugs or issues, including any documentation, analysis, or material that could compromise Maxony's security, privacy, or strategic interests.

Maxony strives to provide reliable service and resolve issues within the limits of its contractual commitments, while excluding financial, contractual or any requirements that may jeopardize its operations or security.

Responsibility

Maxony strives to provide reliable services but cannot guarantee:

- The total absence of interruptions, disruptions, loading or transfer delays.
- · Absolute protection of its network against illegal access.

Maxony excludes all liability for malfunctions that are beyond its sphere of influence, including:

- Service interruptions caused by internet service providers or other third-party services.
- Acts of hacking, spamming, phishing or any other similar behavior.
- Misuse of connections or systems by third parties, including viruses or the transmission of false or fraudulent information.
- Consequences of the use of services or benefits offered by third parties.

In these cases, Maxony is not required to provide replacement payments.

Damage and Loss of Data

Maxony excludes, to the extent permitted by law, any liability for:

- · Direct or indirect damages, including loss of profits.
- Faults, failures or incorrect or incomplete data transmissions.
- You acknowledge and agree that **Maxony will not be liable for any loss or destruction of your data**. You are entirely responsible for setting up an appropriate backup system.

Limitations of LiabilityIn the rare event that Maxony may be found liable, liability will be limited:

- To the actual extent of the proven damages.
- The amount of the annual bill paid by the client for their services.

Maxony is committed to handling each incident in a professional manner and in accordance with its contractual commitments, within the limits of its defined responsibility.

Suspension of Maxony's Obligations

Maxony's obligations will be suspended in the event of a temporary interruption, partial limitation or inability to provide its services due to **circumstances beyond its control**.

Force Majeure

The following situations, among others, are considered beyond Maxony's control:

- Any restrictive regulations imposed by competent authorities.
- Acts of war, insurrections, strikes or disturbances caused by employees.
- Attacks, cyberattacks, or any other malicious act.
- Fires, floods, or other significant natural disasters.
- Any other cause beyond Maxony's sphere of influence.

In such situations, Maxony will not be liable for any delays or interruptions in services, but will endeavour to restore the situation as soon as possible once the circumstances have been mitigated.



Damage suffered by Maxony

If Maxony or any of its agents is involved in criminal, civil or administrative proceedings due to the use or non-compliance of the data hosted by the customer with the legal provisions in force, the customer undertakes to:

To release Maxony and its agents from any and all liability related to such claims.

Take full responsibility for any damage caused, including:

Legal representation costs.

Legal costs.

Any consequences arising from a breach of ethics or a legal breach.

Modification of Our Legal Document

Maxony reserves the right to change these Terms and Conditions and Terms of Use, including the policies referred to herein, at any time.

Governing Law and Place of Jurisdiction

The relationship between Maxony and the customer is governed by Swiss law.

In the event of a dispute related to the internet service contracts entered into between Maxony and its customers, the competent court will be located in Geneva, Switzerland.

This document has been translated into six languages, but only the French version is authentic in Geneva.

Effective Date: September 19, 2025.

These Terms and Conditions of Use supersede and supersede all previous equivalent documents.

Contact Us

For more information about our data privacy policy, please do not hesitate to send us an e-mail to support@maxony.com, by phone +41 22 366 55 55 or write to:

MAXONY Suisse SA Rue Agasse 54 1208 Geneva Switzerland



Privacy Policy

This Privacy Policy has been established to better inform our users about how their personal data is collected, used and protected online. Personal data means any information that can be used to identify an individual, either alone or in combination with other data. Please read this policy carefully to understand how we process your personal data through our website and software, in accordance with applicable regulations.

Since May 25, 2018, the General Data Protection Regulation (GDPR) applies and establishes rights and rules regarding your personal information.

What personal data do we collect?

When you place an order, subscribe to, or use our services, we may collect the following information:

- Name
- Email address
- Mailing address
- Phone Number
- Any other information useful to provide you with our services

When Do We Collect Your Data?

We collect your information in the following circumstances:

- When registering on our site
- When placing orders
- When you subscribe to our newsletter
- When filling out forms
- By using our Live Chat or opening a support ticket
- When you enter information on our site

How Do We Use Your Data?

We use your information to:

- Respond effectively to your queries and improve our customer service.
- Process your transactions and issue invoices.
- To send you periodic emails about our software, applications or their improvements.
- Maintain contact after a correspondence via live chat, email or phone.

How Do We Protect Your Data?

Your personal data is stored in secure networks accessible only to a limited number of people with specific access rights and subject to a duty of confidentiality. The sensitive data you provide is encrypted using **Secure Socket Layer (SSL) technology**.

We maintain strict security measures to protect your information when ordering, transacting or accessing your data. **Credit card payments:** Transactions are processed via **Datatrans AG**, a Swiss provider that complies with PCI or Stripe.com standards, PayPaI, PostFinance. No credit card data is stored or processed on our servers.

Where and How Long Do We Store Your Data?

Your personal data and data related to your application are stored in our Datacenter in Switzerland.

- Retention period: Your data remains active as long as you maintain a business relationship with us.
- Deletion of data: In the event of account closure via the "My Account" section, your data will be deleted
 within 45 to 60 days. However, the billing data will be stored for accounting purposes in accordance with
 the legal obligations in Switzerland.

What rights do You have over your Personal Data?

According to the General Data Protection Regulation (GDPR), you have the following rights:

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Right of access	You can access your data from our software in the "My Account"
Right to rectification:	section. In this section, you can edit and delete your data by closing
Right to erasure ("Right to be forgotten")	your account.
Right to restriction of processing	For example, you can keep your account, but unsubscribe from our
	newsletter or other services we offer.
Notification obligation regarding rectification or erasure of personal	We will send you an email if we change or delete your data.
data or restriction of processing	
Right to data portability	In our software, all data can be exported in the standard formats XLS, XLXS, CSV
Right to object	You have the right and freedom to enforce this right by closing your
	account. We will then no longer process your data.

Use of Cookies

Cookies are small files that a website or service provider transfers to your computer's hard drive through your web browser (if you allow it). These files allow the site or provider to recognize your browser and capture or remember certain information.

For example, we use cookies to remember and process the items in your shopping cart. They also allow us to better understand your preferences, based on your previous or current interactions on our site, in order to improve our services. In addition, cookies help us compile traffic and interaction data to optimize our tools and services.

Why do we use cookies?

We use cookies to:

- Remember your preferences for future visits.
- Track ads to improve their relevance.
- Compile aggregate data on site traffic and interactions, with the goal of constantly improving the user experience.

We may also use trusted third-party services to analyze and track this information on our behalf.

Cookie Management

You can choose:

- To be notified each time a cookie is sent to your computer.
- Disable all cookies through your browser settings.

As each browser is different, we recommend that you consult your browser's help menu to learn how to adjust your cookie settings.

Important: Disabling cookies will affect certain functions of our site.

Disclosure to Third Parties

We will never sell or transfer your personal data to external parties without first notifying you.

Exceptions:

• This does not include our network partners, infrastructure partners, or other parties who work with us to operate our site, services, or business. These parties are required to ensure the **confidentiality of the information** they process.

We may also disclose information when necessary to:

- Comply with a legal obligation.
- Enforce our site policies.
- Protect our rights, property, or safety, or the rights, property, or safety of others.

Non-Identifiable Information:

Non-identifiable data about visitors to our site may be shared with third parties for marketing, advertising, or other purposes.

Links to Third-Party Sites

Our site may contain links to third-party sites (social networks, other websites, etc.).

- These third-party sites have their own privacy policies, which are independent of ours.
- Therefore, we do not accept any responsibility for the content or activities of these sites.



However, we are committed to preserving the integrity of our site. We therefore encourage you to provide us with any comments or feedback regarding these third-party sites.

Relationship with Cloudflare

As part of the optimization and security of our services, we use Cloudflare's tools, including:

Content Delivery Network (CDN): To ensure fast and reliable access to our services from anywhere in the world, content on our site is distributed through Cloudflare's global network.

Web Application Firewall (WAF): To protect our application from cyberattacks, intrusions, and other potential threats.

Additional security tools: We also integrate other Cloudflare features to ensure the privacy and availability of your data, while minimizing the risk of vulnerabilities.

Cloudflare acts as a technical partner for these services, but remains subject to strict privacy standards. The personal data transmitted to Cloudflare is limited to what is strictly necessary for the performance of these features.

Relationship with Google Ads and Conversion Tracking

In the interest of transparency, we inform our users that we use Google Ads services to promote our offers. As part of this, a conversion tracking code is embedded on our site to measure the effectiveness of our advertising campaigns.

What is conversion tracking?

When you click on an ad and become a new customer, we use a tracking tool that records that event as a conversion. This data is collected anonymously, without personally identifying visitors.

Conversion tracking goals:

To evaluate the effectiveness of our Google Ads campaigns.

Optimize our advertising communication to better meet your needs.

We strictly adhere to the privacy policies and legal requirements associated with the use of Google Ads. No personal data is shared or used for purposes that do not comply with this policy.

If you have any questions about the use of these tools or the protection of your data, please do not hesitate to contact us.

Use of artificial intelligence

Some features of the Mailpro service, identified as "Mailpro Al", may use artificial intelligence tools provided by external third-party providers (such as OpenAl or others).

As part of these functionalities, user data may be transmitted to these AI systems in order to enable the execution of the requested tasks (e.g. content generation, translation, automatic validation, text analysis, etc.).

By using the "Mailpro Al" features, the user expressly agrees that some of their data will be processed by external Al services, in compliance with the purposes for which they are collected, and in accordance with our [Privacy Policy].

API Use Policy

Maxony provides developers with **API services** to integrate their software or applications with Maxony's solutions. While these APIs allow data sharing, we need to ensure the security of our system and protect the rights of our customers. It is in this context that we have established this **API Usage Policy**, which is an integral part of our **Terms and Conditions of Use**.

Access

Access to our APIs is done via your credentials and an API key provided by our support.

All communications with our APIs are secured by **SSL** (https), ensuring the security of the data transmitted, including your API credentials and keys.



Spam and abuse

- You agree not to use our APIs to send spam or take any actions that violate the Acceptable Use Rules set forth in our Terms and Conditions.
- You should follow the instructions provided in our API documentation and refrain from any attempt to hack or modify the operation of our APIs.
- Maxony reserves the right to monitor the use of its APIs to verify compliance with these rules.

Confidentiality

When you share data through our APIs:

- You need to ensure the privacy of your users' data.
- Your integration should include a **privacy policy** that clearly explains what data is collected, how it is used, and for what purpose.

Updates

- We reserve the right to modify or update our APIs as well as this policy at any time.
- Changes will be communicated by **email** or via our websites.
- These updates can impact how your integrations work.

While we seek to maintain a smooth use of APIs, we reserve the right to:

- **Restrict or block** clients whose API calls overload our servers in order to preserve the quality of services for all users.
- Offer a dedicated API if your specific needs can't be supported by the standard API.

If you don't like these rules, you should stop using our APIs.

Disclaimer

- The use of our APIs, including their integration with your applications, is at your **own risk**, in accordance with our API documentation.
- The use of our APIs does not constitute or imply a **partnership** or **joint venture relationship** between you and Maxony.
- If you have any questions or additional assistance regarding the use of our APIs, please contact our technical support.